

**LPA – CONSULTANT
PROFESSIONAL SERVICES AGREEMENT**

CITY OF LINCOLN
OLSSON ASSOCIATES, INC.
PROJECT NO. HSIP-5241(6)
CONTROL NO. 13347
56TH & YANKEE HILL ROAD

THIS AGREEMENT, made and entered into by and between the City of Lincoln, hereinafter referred to as the "Local Public Agency" or "LPA", and Olsson Associates, Inc. hereinafter referred to as the "Consultant," and collectively referred to as the "Parties".

WITNESSETH

WHEREAS, the LPA used a qualification based selection process to select the Consultant to render professional services for the above named project at the location shown on Exhibit "A", which is attached and hereby made a part of this agreement, and

WHEREAS, the Consultant is qualified to do business in Nebraska and has met all requirements of the Nebraska Board of Engineers and Architects to provide consultant engineering services in the State of Nebraska, and

WHEREAS, Consultant is willing to perform the services in accordance with the terms hereinafter provided, agrees to comply with all federal, state, and local laws and ordinances applicable to this agreement, and agrees to comply with all applicable federal-aid transportation related program requirements, so that Consultant's costs under this agreement will be fully eligible for federal reimbursement, and

WHEREAS, the LPA and Consultant intend that the services under this agreement be completed in accordance with the applicable terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual (See definition in Section 1), and

WHEREAS, the Consultants primary contact person for LPA will be the LPA's representative, who has been designated as being in responsible charge of the project, and who is referred to herein as RC or Responsible Charge, and

WHEREAS, the Parties understand that the State of Nebraska, Department of Roads is involved in this federal-aid project on behalf of the FHWA only for issues related to the eligibility of the project for reimbursement of project costs with federal-aid funds.

NOW THEREFORE, in consideration of these facts, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS

WHEREVER in this agreement the following terms are used, they will have the following meaning:

"**LPA**" stands for Local Public Agency, and in this agreement means City of Lincoln, unless the context otherwise requires. LPA may also be used to refer generally to other Local Public Agencies. Local Public Agencies include, but are not necessarily limited to; Nebraska Cities, Villages, Counties, Political Subdivisions, Native American Tribes, and other entities or organizations found to be eligible sub recipients of federal funds for transportation projects, and

"**CONSULTANT**" means the firm of Olsson Associates, Inc. and any employees thereof, whose business and mailing address is 601 P Street, Suite 200, Lincoln, Nebraska, 68508, and

"**LPA MANUAL**" shall mean the Nebraska Department of Roads' LPA Guidelines Manual for Federal-Aid Projects. The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: <http://www.transportation.nebraska.gov/gov-aff/lpa/lpa-guidelines.pdf>, and

"**RESPONSIBLE CHARGE**" or "**RC**" shall mean LPA's representative for the project whose duties and responsibilities are identified in federal law and in the LPA Manual, and

"**STATE**" means the Nebraska Department of Roads in Lincoln, Nebraska, its Director, or authorized representative. The State represents the interests of the United States Department of Transportation on federally funded transportation projects sponsored by a sub recipient of federal funds and any reference to the "State" in this agreement shall mean the State on behalf of the United States Department of Transportation, and

"**FHWA**" means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives, and

"**DOT**" means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives, and

To "**ABANDON**" the services means that the LPA has determined that conditions or intentions as originally existed have changed and that the services as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen, and

To "**SUSPEND**" the services means that the LPA has determined that progress is not sufficient, or that the conditions or intentions as originally existed have changed, or the services completed or submitted are unsatisfactory, and that the services as contemplated herein should be stopped on a temporary basis. This cessation will prevail until the LPA determines to abandon or terminate the services or to reinstate it under the conditions as defined in this agreement, and

To "**TERMINATE**" or the "**TERMINATION**" of this agreement is the cessation or quitting of this agreement based upon action or failure of action on the part of the Consultant as defined herein and as determined by the LPA.

SECTION 2. THIS SECTION HAS INTENTIONALLY BEEN LEFT BLANK

SECTION 3. THIS SECTION HAS INTENTIONALLY BEEN LEFT BLANK

SECTION 4. TERM OF THE AGREEMENT

This agreement becomes effective upon proper execution and will end upon: (1) the waiver of an audit review or (2) the final completion of an audit review by the State or its authorized representative, and the resolution of all issues identified in the audit report.

SECTION 5. SCOPE OF SERVICES

LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. The Consultant agrees to provide preliminary engineering for project HSIP-52412(6), 13347, in Lancaster County, Nebraska as set out in Exhibit "A," entitled Scope of Services and Fee Proposal, which are attached and hereby made a part of this agreement.

Exhibit "A" is the result of the following process:

- LPA provided Consultant with a document describing the detailed proposed Scope of Services for this project
- Consultant made necessary and appropriate proposed additions, deletions, and revisions to LPA's detailed Scope of Services document
- LPA and Consultant together reviewed the proposed Scope of Services, the proposed revisions and negotiated the final detailed Scope of Services and Fee Proposal document, which is attached as Exhibit "A".

The LPA has the absolute right to add or subtract from the scope of services at any time and such action on its part will in no event be deemed a breach of this agreement. The addition or subtraction will become effective seven days after mailing written notice of such addition or subtraction.

SECTION 6. STAFFING PLAN (For PE Services)

The Consultant has provided LPA with a staffing plan that identifies the employees of the Consultant who will be part of the primary team for this project. The primary team members will be agreed upon and identified in this agreement. The primary team is expected to be directly responsible for providing the services under this agreement. This document shall specify the role that will be assigned to each member of the primary team. This document is attached hereto as Exhibit "A" and is incorporated herein by this reference. During design, the Consultant may make occasional temporary changes to the primary team. However, any permanent change to the primary team will require prior written approval from the LPA.

Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of the Consultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this agreement, with settlement to be made as provided in the SUSPENSION, ABANDONMENT, OR TERMINATION section of this agreement.

SECTION 7. NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. The Consultant hereby agrees to contractually require any Subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as

the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The undersigned duly authorized representative of the Consultant, by signing this agreement, hereby attests to the truth of the following certifications, and agrees as follows:

Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.

If the Consultant is an individual or sole proprietorship, the following applies:

- a. The Consultant must complete the United States Citizenship Attestation form, and attach it to this agreement. This form is available on the Department of Roads' website at www.transportation.nebraska.gov/projdev/#save.
- b. If the Consultant indicates on such Attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- c. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb.Rev.Stat. §4-108.

SECTION 8. NOTICE TO PROCEED AND COMPLETION DATE (PE)

The LPA will issue the Consultant a written Notice-to-Proceed when LPA determines that federal funding approval has been obtained for the project, upon full execution of the agreement and upon the State's concurrence that the form of this agreement is acceptable for federal funding eligibility. Any services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed will not be eligible for reimbursement.

The Consultant shall complete all the services according to the schedule in attached Exhibit "A" and shall complete all services required under this agreement in a satisfactory manner by July 30, 2020.

Any costs incurred by Consultant after the completion date are not eligible for reimbursement unless the Consultant has received a written extension of time from LPA.

The completion date will not be extended because of any avoidable delay attributed to the Consultant, but delays not attributable to the Consultant, such as delays attributable to the LPA may constitute a basis for an extension of time.

SECTION 9. FEES AND PAYMENTS

The general provisions concerning payment under this agreement are set out on the Exhibit "B", attached hereto and hereby made a part of this agreement.

For performance of the services as described in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$37,993.78 and up to a maximum amount of \$301,906.22 for actual costs in accordance with Exhibit "A". The total agreement amount is \$339,900.00.

SECTION 10. PROFESSIONAL PERFORMANCE (LPA PE)

The Consultant understands that the LPA will rely on the professional training, experience, performance and ability of the Consultant. Examination by the LPA, State or FHWA, or acceptance or use of, or acquiescence in the Consultant's work product, will not be considered to be a full and comprehensive examination and will not be considered an approval of the Consultant's work product which would relieve the Consultant from any liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional services to be accomplished by the Consultant pursuant to this agreement. The Consultant further understands that acceptance or approval of any of the work of the Consultant by the LPA or concurrence by the State/FHWA or of payment, partial or final, will not constitute a waiver of any rights of the LPA to recover from the Consultant, damages that are caused by the Consultant due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the Consultant, the work project of the Consultant is found to be in error or there are omissions therein revealed during or after the construction of the project and revision, reconsideration, or reworking of the Consultant work product is necessary, the Consultant shall make such revisions without expense to the LPA. The Consultant shall respond to the LPA's or State's notice of any errors or omissions within 24 hours and give immediate attention to necessary corrections to minimize any delays to the project. This may involve visits by the Consultant to the project site, if directed by the LPA. If the Consultant discovers errors in its services, it shall notify the LPA and State of the errors within seven days. Failure of the Consultant to notify the LPA will constitute a breach of this agreement. The Consultant's legal liability for all damages incurred by the LPA caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the LPA.

SECTION 11. SUSPENSION, ABANDONMENT OR TERMINATION (2/8/12)

The LPA has the absolute right to suspend or abandon the work, or terminate the agreement at any time and such action on its part will in no event be deemed a breach of this agreement. The LPA will give the Consultant seven days written notice of such suspension, abandonment, or termination. Any necessary change in Scope of Services shall follow the Consultant Work Order Process outlined in the FEES AND PAYMENTS section above.

If the LPA suspends or abandons the work or terminates the agreement as presently outlined, the Consultant shall be compensated in accordance with the provisions of 48 CFR 31 provided however, that in the case of suspension, abandonment or termination for breach of this agreement, the LPA will have the power to suspend payments, pending the Consultant's compliance with the provisions of this agreement. For the abandonment or termination of this agreement, payment to Consultant will be prorated based on the percentage of work completed

by the Consultant prior to abandonment or termination compared to the total amount of work contemplated by this agreement.

SECTION 12. OWNERSHIP OF DOCUMENTS (11/17/11)

All surveys, maps, reports, computations, charts, plans, specifications, electronic data, shop drawings, diaries, field books, and other project documents prepared or obtained under the terms of this agreement are the property of the LPA and the Consultant shall deliver them to the LPA at the conclusion of the project without restriction or limitation as to further use.

LPA acknowledges that such data may not be appropriate for use on an extension of the services covered by this agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at the LPA's sole risk and without legal exposure or liability to Consultant.

Further, Consultants' time sheets and payroll documents shall be kept in Consultants' files for at least three years from the completion of final cost settlement by FHWA and project closeout by the State.

SECTION 13. CONFLICT OF INTEREST LAWS

The Consultant shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for the LPA's project to remain fully eligible for Federal funding. By signing this agreement, the Consultant certifies that Consultant is not aware of any financial or other interest the Consultant has that would violate the terms of these federal provisions.

Consultants and Subconsultants providing services for LPA's, or submitting proposals for services, shall submit a Conflict of Interest Disclosure Form for Consultants. Consultants and Subconsultants shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with Consultant or Subconsultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

SECTION 14. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION

Certain information provided by the LPA or State to the Consultant is confidential information contained within privileged documents protected by 23 U.S.C. §409. "Confidential information" means any information that is protected from disclosure pursuant to state and federal law and includes, but is not limited to, accident summary information, certain accident reports, diagnostic evaluations, bridge inspection reports, and any other documentation or information that corresponds with said evaluations or reports, and any other information protected by 23 U.S.C. §409. "Privileged document" means any document pertaining to any file or project maintained by the LPA or State that is privileged and protected from disclosure, pursuant to appropriate state and federal law, including any document containing attorney-client communications between an LPA or State employee and Legal Counsel. This confidential and privileged information is vital and essential to the Consultant in order that the Consultant adequately design the project at hand on behalf of the LPA.

The Consultant agrees it will only use any information or documentation that is considered to be privileged or confidential for the purposes of executing the services by which it has agreed to render for the LPA for the project at hand only. The Consultant agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. The LPA agrees that any information or documentation that is considered to be privileged or confidential that is provided to Consultant will be marked with the following information (Approved 3/16/11):

“CONFIDENTIAL INFORMATION: Federal Law, 23 U.S.C §409, prohibits the production of this document or its contents in discovery or its use in evidence in a State or Federal Court. The LPA has not waived any privilege it may assert as provided by that law through the dissemination of this document and has not authorized further distribution of this document or its contents to anyone other than the original recipient.”

The Consultant agrees to obtain the written approval of the LPA prior to the dissemination of any privileged or confidential information or documentation if it is unclear to the Consultant whether such information or documentation is in fact privileged or confidential.

The Consultant and the LPA agree that any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant will create liability on the part of the Consultant to the LPA for any damages that may occur as a result of the unauthorized dissemination. The Consultant agrees to hold harmless, indemnify, and release the LPA for any liability that may ensue on the part of the LPA for any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant.

SECTION 15. FORBIDDING USE OF OUTSIDE AGENTS

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the LPA has the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 16. GENERAL COMPLIANCE WITH LAWS

The Consultant hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work in effect at the time of the work.

SECTION 17. DISPUTES

Any dispute concerning a question of fact in connection with the work covered under this agreement will be addressed in accordance with LPA Manual Section 4.4.3.5 DISPUTE RESOLUTION.

SECTION 18. RESPONSIBILITY FOR CLAIMS AND LIABILITY INSURANCE (PE) (1-24-12)

The Consultant agrees to save harmless the LPA from all claims and liability due to the error, omission, or negligence of the Consultant or those of the Consultant's agents or employees in the performance of services under this agreement. Further, it is expected that in carrying out the work under this agreement, Consultant will make various decisions and judgments and Consultant will determine what actions are required by Consultant and by others to properly complete the work. Nothing in this Agreement shall be interpreted to relieve Consultant from any liability it would otherwise have to LPA in carrying out the work under this agreement.

Finally, the Consultant shall for the life of this agreement, carry insurance as outlined in Exhibit "C" and attached hereto, and hereby made a part of this agreement. In any agreement Consultant has with a Subconsultant, Consultant shall require that the insurance requirements outlined in Exhibit "C" must be met by the Subconsultant.

SECTION 19. COORDINATING PROFESSIONAL AND PROFESSIONAL REGISTRATION

19.1 Coordinating Professional: As required by Neb.Rev.Stat. § 81-3437, if LPA's project involves more than one licensed professional engineer, the LPA shall designate a Coordinating Professional for this project. The Coordinating Professional shall apply his or her seal and signature and the date to the cover sheet of all documents and denote the seal as that of the Coordinating Professional. The Coordinating Professional shall verify that all design disciplines involved in the project are working in coordination with one another, and that any changes made to the design are approved by the corresponding discipline. "Coordinating Professional" shall have the meaning set out in § 81-3408 of the Nebraska Engineers and Architects Regulation Act (Neb.Rev.Stat. § 81-3401 et. seq.). The Coordinating Professional shall also comply with the provisions of the Act, including Neb.Rev.Stat. § 81-3437(3)(g), and the implementing Rules and Regulations, Title 110, NAC section 6.3, and when applicable, shall complete the duties of design coordination set out in Neb.Rev.Stat. § 81-3421. The Consultant shall, and require its subconsultants to cooperate with the designated Coordinating Professional.

If the Consultant's engineer has been identified as the Coordinating Professional for this project, and, for whatever reason, the designated Coordinating Professional is no longer assigned to the project, the Consultant shall provide the LPA written notice of the name of the replacement within 10 business days.

19.2 Professional Registration: To the extent the work requires engineering services, the Consultant shall affix the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all plans, documents, and specifications prepared under this agreement as required by the Nebraska Engineers and Architects Regulations Act, Neb.Rev.Stat §81-3401 et. seq.

SECTION 20. SUCCESSORS AND ASSIGNS

This agreement is binding on successors and assigns of either party.

SECTION 21. DRUG-FREE WORKPLACE POLICY

The Consultant shall have an acceptable and current drug-free workplace policy on file with the State.

SECTION 22. FAIR EMPLOYMENT PRACTICES ACT

The Consultant agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. 48-1101 through 48-1126, which is hereby made a part of and included in this agreement by reference.

SECTION 23. DISABILITIES ACT

The Consultant agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this agreement by reference.

SECTION 24. DISADVANTAGED BUSINESS ENTERPRISES

The Consultant shall ensure that disadvantaged business enterprises, as defined in 49 CFR 26, have the maximum opportunity to compete for and participate in the performance of subagreements financed in whole or in part with federal funds under this agreement. Consequently, the disadvantaged business requirements of 49 CFR 26 are hereby made a part of and included in this agreement by reference.

The Consultant shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of FHWA-assisted contracts. Failure of the Consultant to carry out the requirements set forth above will constitute a breach of this agreement and, after the notification of the FHWA, may result in termination of this agreement by the LPA or such remedy as the LPA deems appropriate.

SECTION 25. NONDISCRIMINATION (LPA)

- 25.1 Compliance with Regulations:** During the performance of this agreement, the Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations of the DOT relative to nondiscrimination in federally-assisted programs of the DOT (49 CFR 21 and 27, hereinafter referred to as the Regulations), which are hereby made a part of and included in this agreement by reference.
- 25.2 Nondiscrimination:** The Consultant, with regard to the work performed by it after award and prior to completion of this agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendixes A, B, and C of 49 CFR 21.
- 25.3. Solicitations for Subagreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, or national origin.
- 25.4 Information and Reports:** The Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA, State or FHWA to be pertinent to ascertain

compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the LPA, State or FHWA, as appropriate, and set forth what efforts it has made to obtain the information.

25.5 Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this agreement, the LPA will impose such agreement sanctions as it or the State and FHWA may determine to be appropriate, including but not limited to withholding of payments to the Consultant under this agreement until the Consultant complies, and/or cancellation, termination, or suspension of this agreement, in whole or in part.

25.6 Incorporation of Provisions: The Consultant shall include the provisions of paragraphs A through E of this section in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subagreement or procurement as the LPA, State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event a Consultant becomes involved in or is threatened with litigation with a Subconsultant/Subcontractor as a result of such direction, the Consultant may request that the LPA enter into such litigation to protect the interests of the LPA and, in addition, the Consultant may request that the State and United States enter into such litigation to protect the interests of the State and United States.

SECTION 26. SUBLETTING, ASSIGNMENT, OR TRANSFER

Any other subletting, assignment, or transfer of any professional services to be performed by the Consultant is hereby prohibited unless prior written consent of the LPA is obtained.

The Consultant shall enter into an agreement with its Subconsultants/Subcontractors for work covered under this agreement. All Subconsultant/Subcontractor agreements for work covered under this agreement, in excess of \$10,000, must contain identical or substantially similar provisions to those in this agreement. No right-of-action against the LPA will accrue to any Subconsultant/Subcontractor by reason of this agreement.

As outlined in the DISADVANTAGED BUSINESS ENTERPRISES Section of this agreement, the Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet any other work must include documentation of efforts to employ a disadvantaged business enterprise.

SECTION 27. CONSULTANT CERTIFICATIONS

The undersigned duly authorized representative of the Consultant, by signing this agreement, hereby swears, under the penalty of law, the truth of the following certifications, and agrees as follows:

27.1 Neb.Rev.Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this contract is a lump sum, actual cost-maximum-not-to-exceed, or actual cost-plus-a-fixed fee professional service contract, I hereby certify that wage rates and other factual unit costs supporting the fees in this agreement are accurate,

complete, and current as of the date of this agreement. I agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

27.2 Neb.Rev.Stat. §§ 81-1717 and 1718. I hereby certify compliance with the provisions of Sections 81-1717 and 1718 and, except as noted below neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:

- a. Has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this agreement, or
- b. Has agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or
- c. Has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this agreement, except as here expressly stated (if any).

25.3 Certification Regarding Debarment, Suspension, and Other Responsibility

Matters-Primary Covered Transactions. Paragraph a. below contains 10 instructions that consultant agrees to follow in making the certifications contained in paragraph b. below.

a. Instructions for Certification

1. By signing this agreement, the Consultant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. The Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the LPA's determination whether to enter into this agreement. However, failure of the Consultant to furnish a certification or an explanation will disqualify the Consultant from participation in this agreement.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the LPA determined to enter into this agreement. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the LPA may terminate this agreement for cause or default.
4. The Consultant shall provide immediate written notice to the LPA if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction,"

"principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

6. The Consultant agrees that should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the LPA before entering into this agreement.
7. The Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the LPA without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. The Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph f of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the LPA may terminate this agreement for cause or default.

b. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. By signing this agreement, the Consultant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b) Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery,

- bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph a.ii above; and
 - d) Have not within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
 - e) Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this agreement. I acknowledge that this certification is to be furnished to the State and the FHWA in connection with this agreement involving participation of federal-aid highway funds and is subject to applicable, state and federal laws, both criminal and civil.

SECTION 28. LPA CERTIFICATION

By signing this agreement, I do hereby certify that, to the best of my knowledge, the Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 29. ENTIRE AGREEMENT

This instrument embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

IN WITNESS WHEREOF, the Parties hereby execute this agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this agreement, attest and affirm the truth of each and every certification and representation set out herein.

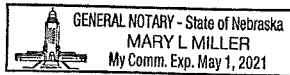
EXECUTED by the Consultant this 14th day of February, 2018.

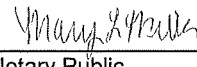
OLSSON ASSOCIATES, INC.
Michael Piernicky, P.E.


Vice President

STATE OF NEBRASKA)
)ss.
LANCASTER COUNTY)

Subscribed and sworn to before me this 14 day of February, 2018.




Notary Public

EXECUTED by the LPA this _____ day of _____, 2018.

CITY OF LINCOLN
Chris Beutler

Mayor

Subscribed and sworn to before me this _____ day of _____, 2018.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Form of Agreement Approved for
Federal Funding Eligibility:

Date

APPENDIX A

Scope of Services

LINCOLN 56TH AND YANKEE HILL ROAD SAFETY PROJECT

City Project Number 702884
State Project Number HSIP-5241(6), CN13347

TASK 1. Project Management

a. Project Management

The Consultant Project Manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of subconsultants. Provide regular progress reports with invoices. Project Management efforts will follow appropriate guidance as given in the City website "Guiding Principles and Procedures (GP&P)"

b. Coordination with Others

The Consultant will coordinate their design with agencies and/or Consultants that are involved with this project or adjacent projects. This task will include coordination with the City's Environmental Consultant. Coordination includes one-on-one meetings with the agencies or Consultants. This task does not include coordination with utilities. See Task 4 for coordination with utilities.

c. Design Memorandum

A design memorandum will not be prepared.

d. Condemnation Hearings

The Consultant will, at the request of the City's Project Manager, attend and prepare any necessary exhibits for all condemnation hearings. This scope estimates 2 hearings will be attended.

TASK 2. General Project Meetings

a. Kick-Off Meeting

Once notice to proceed has been received, the Consultant will schedule and attend a kick-off meeting with City staff and utilities. The City's Project Manager will supply a list of invitees and the Consultant shall be responsible for notification to attendees. Consultant shall prepare agenda and meeting minutes.

b. Progress Meetings

The Consultant will schedule and attend all progress meetings. The Consultant will create and distribute a meeting agenda at least 48 hours prior to all progress meetings. This scope estimates 3 progress meetings. Consultant shall prepare agenda and meeting minutes for each meeting.

c. *Review Meetings*

The Consultant will schedule and attend review meetings to receive the City's and NDOT review comments from the submittals. The scope assumes 3 review meetings. Consultant shall prepare agenda and meeting minutes for each meeting. This will include review meetings as follows:

- To review alternative designs during the conceptual design phase
- Plan in hand Submittal
- Draft PS&E Submittal

d. *Plan-in-Hand*

The Consultant will schedule and attend a plan-in-hand meeting. This meeting is to be held following the plan-in-hand submittal. The Consultant shall prepare and submit a plan-in-hand report following completion of the field review and submit to the City and NDOT for review and comment. Upon receipt of comments from the City and NDOT the Consultant shall finalize and resubmit the PIH Report.

TASK 3. Survey

a. *Topographical Survey*

The Consultant will perform the necessary topographic ground survey including the existing centerline, intersecting streets, alleys and drives, the tying of located land monuments to the existing centerline, cross-sections and profiles necessary for the hydraulic design and the design of the new right-of-way needed to construct the project. A topographic survey will be performed using GPS or electronic Robotic 'Total Station' technology in MicroStation/GEOPAK format. Copies of field book records and electronic records will be submitted to the City at the completion of final design. Natural topographic features and man-made features, will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. All such topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded. The topographical survey will include an exact and detailed tree count, noting the size, type and location (station and offset will be noted on the plans).

The limits of the survey are to be at least 150 feet on each side of the existing centerline or to corners of structures on tracts or fence lines and must include enough information for 4:1 slope tie-ins. The survey limits along Yankee Hill Road will extend 1,000 feet west and east of the intersection and along South 56th Street a distance of 1,000 feet north and south of the intersection as shown on the project limits map. The topographic survey will extend along intersecting streets a minimum distance of 300 feet and will be at least 100 feet in width. Channel meanders will be identified and surveyed along their flowlines for 500 feet from roadway centerline.

b. *Base Map Preparation*

Consultant will create the base map using the topographic survey data.

c. *Horizontal Control*

The Consultant shall provide a list of horizontal control points with coordinates, descriptions, station and offset. Horizontal control will be referenced to the Lancaster County Grid using known land survey monuments.

d. *Vertical Control*

Vertical control will be completed by differential level circuit referenced to NAVD 88. Ties to control used for City of Lincoln projects in the area can be done for "design-fit" confirmation.

e. *Locate Section Corners*

The Consultant will survey section corners in order to assemble the geometry to create the right-of-way drawings.

f. *Bench Level Run*

Bench levels will be run by direct leveling methods, (no "side shots" will be permitted). Levels will close within an allowable error of five-hundredths (0.05) of a foot times the square root of the length of the level loop in miles. The Consultant will run a closed level circuit, establishing intermediate benchmarks along the project and on intersecting streets beyond the limits of the project. This level circuit will be tied into the benchmarks provided by the City in NAVD 88.

g. *Utility Locates*

Utilities will be drawn from surveying above ground features, including markings by utility companies resulting from the locate request. Information supplied by utility companies will be used to complete the placement of existing utilities on the plans. Locations from utility plans will be transferred into the topographic survey. Where available, above-ground features will be used to improve accuracy. The Consultant will add a disclaimer to the drawings with respect to the undetermined location of underground utilities.

h. *Stake Proposed Project Features for Utility Relocation Work*

The Consultant shall stake the proposed project design features including cut/fill depths, storm sewer, lighting, traffic signals, retaining walls, communication conduits, water or sewer construction, pavement/sidewalk construction, and new right of way or easements at locations where utility relocations will be required. This work shall be coordinated with the respective utilities completing the relocation work.

TASK 4. Utility Coordination

a. *Utility Location/Verification*

The Consultant will review the utility locations shown on the plans, and verify these locations during field inspections. After survey is complete, plans will be printed and distributed to the Utility Companies for verification of ownership, type, size, location, and cased or uncased.

The Consultant will request that the Utility Companies return to the Consultant marked up plans with utility verification. The Consultant will incorporate the information into the topography. All utilities identified in the topographic survey and verified by the individual utility will be incorporated into the plans.

Identification and verification by the Utility Companies of major utility conflicts such as fiber optic lines, gas pipelines, crude oil pipelines, high-pressure waterlines, transmission lines, etc., will be accomplished at the earliest possible time. The Consultant and the City's Project Manager will discuss major conflicts and attempt to avoid them. If avoidance is not possible, the Consultant will then request the Utility Company to verify the conflict and provide a preliminary estimate of reimbursable costs associated with the utility relocation.

b. Utility Plan Submittal

At each City review submittal, the plans will be distributed by the Consultant to public and private utilities for comment.

c. Utility Review Meetings/Coordination

The Consultant shall include 3 coordination meetings with utilities. The initial coordination meeting shall be conducted at the start of the project to identify potential conflicts and constraints that need to be evaluated as the design is developed. The second meeting shall follow the plan-in-hand submittal to identify conflicts and required relocations. At the second meeting the Consultant and utilities shall discuss potential corridors and timing for the required utility relocations as well as the need for any replacement easements that may need to be acquired as part of the right-of-way acquisition process. The third meeting shall be held following the Final Plans submittal to coordinate with the utilities on the design for the necessary relocations. The Consultant shall also include time for coordination via the phone and one-on-one meetings with affected utilities, depending on the complexity of the project.

d. Review Utility Relocation Plans

The Consultant shall coordinate with the respective utilities to identify locations within the corridor for the necessary relocations. This shall include review of the proposed utility relocations to verify that they will not conflict with the proposed improvements.

TASK 5. Public Involvement

a. Public Involvement Planning/Preparation Meetings (3 Meetings)

The Consultant will meet with project team members to develop public involvement strategies that meet the requirements of the project. An initial planning meeting will be held to develop the requirements and outline for the public involvement plan to be used for this project. In addition, preparation meetings will be held prior to the Public Open Houses to discuss content and format for the public meetings with the City and Environmental Consultant. The Consultant shall be responsible for coordinating the planning/preparation meeting and preparing the meeting minutes.

b. Public Involvement Plan

The Consultant will develop a public involvement plan for review and approval by the City based on NDOT requirements. The plan would include basic project information, dates of anticipated meetings, anticipated forms of communication with the public (i.e. website, newsletter, door hangers, etc.) and project contacts. Based on NDOT public involvement requirements the PI plan will include required activities such as but not limited to; a legal publication, public information brochure, public comment period, key stakeholder meetings, and public open houses. Consultant will coordinate with the City's Environmental Consultant in the development of the plan to incorporate items to meet the requirements for the environmental review process.

c. Database Development / Maintenance

The Consultant will develop and maintain a database of project stakeholders to include residents, property owners, organizations, agencies, City staff and officials, project team members and other parties who may be interested in or impacted by the project. The database shall identify stakeholder names, telephone numbers, addresses, conversation dates and other pertinent information. A copy of the database will be part of the public involvement record. The Consultant will also serve as the point of contact for public information, and will keep a record of all public contacts and inquiries regarding this project. Consultant will coordinate with the

Environmental Consultant to provide public involvement data and other pertinent information collected through the public involvement process as required for the environmental review.

d. Key Stakeholder Outreach (up to 4 Meetings, if required)

The Consultant and City staff will identify key project stakeholders for participation in focus group meetings prior to the public meetings. These may include emergency services, schools, neighborhood organizations and other groups. The Consultant shall be responsible for distributing meeting invitations, coordinating meeting locations, facilitating, and preparing meeting minutes. All information to be sent to the public and stakeholders, or posted to the website shall be reviewed by the City's Project manager and approved by NDOT prior to distribution.

e. City Council

Presentations to City Council will not be required for this project.

f. Open Houses (2 Meetings)

The Consultant will schedule, arrange, and facilitate two public open houses to be held in conjunction with the design of the project. The first open house will be held at the alternatives development stage and the second open house will be held to present the preferred alternative at completion of the final limits of construction for the project. The Consultant shall draft 2 press releases and 2 legal notices of the open houses to be reviewed by the City's Project Manager, who will coordinate with the Citizen Information Center (CIC). The public notices shall be submitted to NDOT for review and approval prior to publishing the notice. The Citizen Information Center will coordinate with the Lincoln Journal Star for publishing the notice following NDOT approval. The notice of the open houses will be published prior to the event as required by NDOT in the Lincoln Journal Star. Consultant will coordinate with the Environmental Consultant as required to include exhibits and other necessary items into the public meeting presentation as required for the environmental review process.

During the public meeting, City staff and the Consultant will be available to answer questions and receive comments. The Consultant will provide and maintain a sign-in list and comment forms for the open houses and prepare a written summation of the oral and written comments received. The Consultant shall provide any necessary follow-up.

e. Exhibits for Public Open Houses

The Consultant will prepare all exhibits needed for the Public Open Houses.

g. One-on-One, Small Group Meetings (6 Meetings)

The Consultant will meet with individuals who are significantly affected by the project and will include adjacent property owners. These meetings will be conducted as needed during the course of the design and right-of-way acquisition portions of the project.

h. Project Brochures/Informational Materials

The Consultant will develop and reproduce 2 informational brochures throughout the course of the project. Brochures shall be mailed to all project stakeholders and posted to the project website. The Consultant may also develop other informational material such as door hangers, project information packets, postcards, or individual letters to property owners as requested by the City's Project Manager. All information to be sent to the public or posted to the website shall be reviewed by the City's Project manager and approved by NDOT prior to printing or distribution. The information will be submitted for review a minimum of four weeks prior to publication. Consultant will coordinate with environmental review consultant for required items included for the environmental review process.

i. Web Site Development

The City will develop and maintain a project page on the City's website. The Consultant shall provide the City information as requested for the initial setup and to update the project page throughout the course of the design work. This shall include providing open house information as required by NDOT.

j. Final Public Involvement Report / Documentation

The Consultant will write a final report documenting the public involvement process. The report shall include tools and techniques utilized numbers of citizens participating, meeting minutes, a list of meeting attendees, and general description of public reaction. Consultant will coordinate with the environmental Consultant to include items in the report that are required as part of the environmental review process. The report shall be submitted to the City and NDOT for final review and approval.

TASK 6. Drainage Analysis

a. Hydraulic/Hydrologic Analysis

The Consultant shall design open and closed drainage systems in accordance with the most current edition of the City of Lincoln Drainage Criteria Manual, or as directed by the Watershed Management Department.

b. Floodplain Study

The project does not fall within the limits of a mapped floodplain therefore a floodplain study is not required for this project.

c. Preliminary Drainage Studies

The Consultant shall review available drainage studies, identify overland flow paths and sumps. At the request of the City's Project Manager, hydraulic design calculations and Storm CAD drainage models for the new roadway storm sewer will be submitted for review.

d. Municipal Separate Storm Sewer System (MS4) Requirements

The Consultant will evaluate and recommend appropriate Treatment BMPs for each Priority Stormwater Outfall location to meet MS4 requirements for the project. This shall include calculation of Water Quality Volume and Surcharge Rate at each Priority Stormwater Outfall location.

The Consultant shall document Priority Stormwater Outfalls on NDOT Form B, Treatment BMPs and shall show the priority outfalls for the project on a map or project plan sheet.

Upon City approval of appropriate BMPs, the Consultant shall complete preliminary and final design of the required structures/Treatment BMP at each priority outfall. It is anticipated that design will be completed for two (2) priority stormwater outfall.

TASK 7. Traffic

a. Traffic Data Collection

The Consultant will conduct traffic-specific data collection as follows:

- Turning movement counts
- 24-hour roadway volumes extrapolated from 8-hour TMC using City template

It is assumed that the City will provide the following for 56th Street & Yankee Hill Road:

- Previous signal warrant evaluation
- Future volume projections

Traffic counts will include vehicle classification and pedestrian/bicycle counts as relevant.

b. Traffic Analysis

Traffic analysis will be prepared to determine a preferred form of intersection control and geometry at 56th Street & Yankee Hill Road. Multiple intersection control alternatives will be considered including Two-way Stop Control, All-way Stop Control, Roundabout, and Traffic Signal. Two traffic volume scenarios are anticipated including existing conditions, and approximate 25-year build-out. The City of Lincoln will provide 24-hr traffic volume projections for these scenarios. The Consultant will develop intersection turning movement counts from the provided 24-hour volumes utilizing "k" (peak hour) and "d" (distribution) factors. The City of Lincoln will assist the Consultant in defining/reviewing the final intersection projections.

The Consultant will analyze safety and operational characteristics of the study intersection within the above-mentioned scenarios to evaluate traffic control and lane geometric requirements. The analysis will include the evaluation of safety as a primary consideration. Warrants for traffic signal control will also be summarized.

Intersection capacity analysis will provide a summary of expected Level of Service (LOS) and vehicle queuing at study area intersections. Capacity analysis will be conducted utilizing SIDRA Intersection, and Synchro software applications. The analysis will determine the appropriate lane geometrics for the 10 year and 25 year scenarios.

A draft and final Traffic Analysis Report will be developed and submitted to City of Lincoln for review. The report will summarize the results of the study process and recommendations. The final results of the Traffic Analysis Report will be utilized to help develop preliminary design for the project.

c. Traffic Signal / ITS Design / Street Lighting

Based on the results of the intersection analysis or as directed by the City's Project Manager, the Consultant will prepare traffic signal plans at intersections as warranted. If a traffic signal is selected as the preferred alternative, additional hours will be scoped for traffic signal design.

For purposes of future ITS devices and communications systems, a bundle of six (6) 1 1/4" conduits shall be placed along the length of the project. In addition, conduit and fiber will be placed to tie into existing conduit and fiber at 56th & Bridle Lane.

For this project, one traffic monitoring camera will be designed in conjunction with this project. The location will be at 56th and Yankee Hill.

Lighting will be designed by Lincoln Electric Systems (LES) after the Consultant supplies LES with electronic files. The Consultant will draft the lighting plans based on LES design.

d. *Pavement Marking & Signing*

The Consultant shall prepare plan sheets showing pavement marking and signage layouts. In addition, temporary signage and pavement markings will be shown, if applicable.

TASK 8. Plan-in-Hand and Functional Design Submittals

a. *Site Inspections (Estimated 2 Visits)*

b. *Produce Video and Still Photo Log*

The Consultant shall prepare a video and still photo log to be used to document preconstruction conditions. This information shall be submitted at the time of the plan-in-hand submittal.

c. *Prepare Alternatives*

Consultant will develop and evaluate up to three alternatives to improve safety at the intersection. This would include geometric improvements and installation of a traffic signal, construction of a roundabout and other possible safety enhancements. The alternatives shall be evaluated based upon safety, potential environmental impacts, traffic operations, pedestrian accessibility, compatibility with the City's Comprehensive Plan and project cost. A technical memorandum shall be prepared to summarize and document the evaluation process and selection of the preferred alternative. The memorandum shall be submitted to the City and NDOT for review and concurrence prior to proceeding with the preliminary design on the preferred alternative. This item shall also include preparation of exhibits for use at the first public information meeting to show alternatives evaluated and the selected preferred alternative.

d. *Preliminary Designs*

The Consultant shall prepare project base files and plan sheets in accordance with the City of Lincoln CADD standards. The plans shall be developed using standard NDOT bid items and sheet order for a letting through NDOT PS&E. Plan sheets to be included in the plan-in-hand submittal include the following:

- Title Sheet
- Typical Section Sheets
- 2-W Aerial Plan Sheets
- 2-H Horizontal Control Sheets
- 2-N General Information Sheets
- 2-L Geometric Sheets
- 2-L Storm Drainage Sheets
- 2-L Construction and Removal Sheets
- Roadway Plan and Profile Sheets
- Right-of-Way Sheets
 - Existing right-of-way and ownerships identified
- Roadway Cross-Section Sheets

e. *Functional Design Plans*

Following completion of the project plan-in-hand the Consultant shall revise the plans to address decisions made at during the field review and to address comments received on the plans from the City and NDOT. The final functional plans shall be submitted to the City and NDOT for approval prior to proceeding with final design.

f. Preliminary Construction Phasing

The Consultant shall prepare a written description of the Construction Phasing, noting detour routes if applicable. The written phasing plan shall be submitted at the time of the plan-in-hand submittal.

g. Cost Estimates and Quantity Take-offs

The Consultant shall determine approximate quantities for construction of the project and prepare an updated total project cost estimate for each plan submittal. This shall include Preliminary Engineering, ROW acquisition, Private Utility Relocations (if reimbursable), Public Utility Relocations, Construction, and Construction Engineering on the appropriate forms.

TASK 9. Geotechnical Evaluation

a. Data Research

Based upon current site topography, the site grading is expected to be minor, with cuts and fills expected to be six feet or less.

It is expected eight (8) soil test borings will be taken with the project. The borings will be used to provide recommendations for grading and embankment construction, retaining wall design, and pavement design for the project. The fee associated with these borings assumes the project site is easily accessible for truck-mounted drilling equipment and rights of access can be obtained from adjacent owners. These test borings will be in accordance with schedules located in the most recent NDOT Geotechnical Policy and Procedures Manual.

The borings will be located at the intersection and along the approaches to the intersections as well as at locations where retaining walls may need to be constructed. The Consultant shall provide the City's Project Manager a map showing the locations of the borings for their review and approval prior to start of the boring work. It is estimated that the depth of the borings shall not exceed 30 feet per hole.

b. Design Recommendations

The Consultant shall prepare geotechnical recommendations for the primary purpose of developing geotechnical design criteria for use in designing retaining walls, global stability analysis for retaining walls, drainage structures, and pavement design for the project. In addition, the recommendations shall cover the requirements for construction of high fills and embankments, over-excavation work required to provide a uniform subgrade across the roadway cross section, excavation and benching requirements, compaction requirements, and subgrade preparation requirements to minimize or eliminate the potential for pavement cracking/localize failure or differential movement. This work shall also include preparation of a pavement design in accordance with the requirements for completion of the NDOT Pavement Determination Form.

c. Geotechnical Report

The Consultant shall prepare and submit one copy of a geotechnical report to the City Project Manager for review.

TASK 10. Environmental Coordination

Consultant shall coordinate the alternatives development, selection of a preferred alternative and preliminary design for the preferred alternative with the City's Environmental Consultant. The

Environmental Coordination will support the National Environmental Policy Act (NEPA) reports that will be prepared by the City's Environmental Consultant for the project. The process involved in developing alternatives and choosing a preferred alternative shall be consistent with NEPA, Nebraska Department of Roads (NDOT) and Federal Highway Administration (FHWA) regulations and guidelines.

The environmental coordination work shall include the following tasks:

- a. Prepare Project Purpose and Need Document (NDOT Form DR 213).
- b. Prepare Project Description document and update as required throughout the project (NDOT Form DR 182).
- c. Prepare "Checklist of NDOT Activities/Sources of Impacts" as needed and provide to Environmental Consultant and NDOT.
- d. Review draft environmental documents and provide comments prior to submittals to NDOT.
- e. Prepare environmental exhibits for use at public information meetings utilizing information and electronic design files provided by the City's Environmental Consultant.
- f. Provide electronic files of project features to the City's Environmental Consultant and coordinate in the preparation of the Corp of Engineers Section 404 Permit application, if required.
- g. Attend meetings with Environmental Consultant and reviewing agencies as needed to present information on the project design.
- h. General coordination with the City's Environmental Consultant to provide information and respond to questions on the project. This would include coordination with preparation of responses to comments received through the public involvement process.

TASK 11. Existing Water Main or Wastewater Relocation

The Consultant shall identify existing water mains or sanitary sewers that are in conflict with project improvements. Project improvements are to be designed around water mains and sanitary sewer lines; however, in some situations relocating the water main or sanitary line will produce an improved engineering design. Engineering judgment shall be used to determine when to relocate a public utility. This task involves minor relocations involving a public utility due to an improvement project not initiated by the specific utility section, including coordination with the Fire Chief regarding the relocation/new construction of fire hydrants.

For the purpose of estimating the water main relocation work it is assumed that there will not be any mains that will need to be completely relocated or reconstructed outside the limits of the new pavement. As such the water main work will be limited to design for loops as necessary to accommodate new storm sewers and relocation of hydrants outside of the new pavement. The wastewater work is anticipated to be limited to adjustment of sanitary sewer manholes to grade and does not include design for relocated sewers, new construction or extensions.

TASK 12. Structural/Bridge Design

- a. *Structure Alternative Analysis*

Not included as part of this project

- b. *Bridge Design and Plan Preparation*

Not included as part of this project.

- c. *Box Culvert Design and Plan Preparation*

Not included as part of this project

d. Lighting

Not included as part of this project

e. Retaining Wall

The Consultant shall investigate various retaining wall designs and recommend a wall type. Example retaining wall options include modular block walls, "stone-strong" walls, and cast-in-place walls. The Consultant shall also review shop drawing submittals and answer design questions during construction. The Consultant shall prepare retaining wall profiles for each wall along the project. This scope of services assumes all retaining walls are large block modular walls and the design of the wall is to be provided by the wall manufacturer and not by the Consultant.

The Consultant shall investigate the soil types for retaining walls. (See Task 9 Geotechnical Evaluation)

f. De-Icing System

Not included as part of this project

TASK 13. New / Replacement Water Main Design

Not included as part of this project

TASK 14. New / Replacement Wastewater Design

Not included as part of this project

TASK 15. Right-of-Way

The work required for this project is to determine the easements (temporary and permanent) and new right of way required to construct the project. This effort will include preparing the Right-of-Way Ownership plans, Legal Descriptions, Appraisal, and Negotiation plans. This includes the final ROW plan revisions after negotiations are complete. It is estimated there will be up to 18 tracts associated with this project. Nine (9) tracts are estimated to need revisions due to property owner negotiations.

- a. The City will provide the title research and property titles, all previous ROW projects and deeds (including final plats for affected properties and subdivisions). The City will also prepare the ROW contracts and conduct the negotiations for this project.
- b. The Consultant will develop an existing right-of-way background file for the roadway corridors along Yankee Hill Road and 56th Street through the limits determined showing all existing right-of-way along with existing platted lots along the project centerline for concept design.
- c. The Ownership plans will include, but is not limited to, ROW survey, section lines, quarter section lines, subdivision lots, blocks, ownership names, property lines, section-township-range, etc. All previous ROW plans will be checked against existing ROW deeds to verify ownership and placement on plans. The plans will show widths at all break points including section lines and quarter section lines. All existing ROW, controlled access, and permanent easements shown on the plans must be supported by a deed. If no deed is provided by the City, Olsson Associates will inform the Real Estate Section of the Urban Development Department of any missing deeds and it is the City's responsibility to research and provide them. All existing

controlled access and existing access breaks with their classifications as well as a drive built without a break will be shown and labeled on the plans. All existing permanent easements with their usage descriptions and instrument number will also be shown on the plans.

- d. The Appraisal plans will show the limits of construction, new design (pavement, sidewalks, sewers, drives, retaining walls, etc.) on existing ownership plans. After the preliminary right-of-way design is finished, a scroll plot will be created showing all previous and new ROW design represented by the patterning and submitted to the City for review. After the review, all of the necessary revisions and corrections will be made and then the legal descriptions will be prepared for all ROW takings, controlled access, permanent easements, and temporary easements. The appraisal plan submittal will include one set of appraisal plans and legal descriptions. All areas will be patterned (previous ROW, new ROW, PE, TE, etc.). Olsson Associates will make ROW design alterations as required by the City during ROW appraisal.
- e. The Negotiation plans will be prepared and submitted once the appraisals are complete. The ROW staking listing will also be submitted with the negotiation plans. This listing will include station offsets to the design centerline and coordinates at all ROW break points, PE and TE points and control points. The listing will be every 100 feet or even stations like the cross sections. Olsson Associates will make revisions to the negotiation plans as recommended by the City.

f. *Stake Right-of-Way*

The Consultant will stake corners of right-of-way to be acquired and the corners of easements required to construct the project. It is estimated all of the tracts will be staked once and nine (9) tracts will be re-staked due to property owner negotiations.

g. *Right-of-Way Encroachment Review*

The Consultant shall review the existing corridor for any encroachments into the public right-of-way and shall prepare a summary of the encroachment review for submittal to the City. If encroachments are present, the Consultant shall prepare letters to be sent by the City to the owner of the encroachment outlining the appropriate steps to be taken to remedy the situation.

TASK 16. Landscape Design

Landscape services are not included in this contract.

TASK 17. Final Plan Submittal

a. *Final Submittal Design*

The Consultant shall prepare project base files and plan sheets in accordance with the City of Lincoln CADD standards. All sheets that will be included in the PS&E plan set will be included in the Final submittal. This includes, but not limited to, the following sheets:

- Title Sheet (Final Title Sheet to be prepared by NDOT)
- Typical Section Sheets
- Summary of Quantity Sheets (to be prepared by NDOT)
- 2-W Aerial Plan Sheets
- 2-H Horizontal Control Sheets
- 2-N General Information Sheets
- 2-P Phasing Plan Sheets, if required
- 2-L Geometrics
- 2-L Joints and Grades
- 2-L Drainage Plan Sheets

- 2-L Construction and Removal Plan Sheets
- 2-L Erosion Control
- Plan and Profile Sheets
- Traffic Control Plan Sheets or Detour Plan Sheets, if required
- Pavement Marking and Signing Sheets
- Lighting and Traffic Signal, if required
- Earthwork Data Sheets, if required
- Drainage Structure Sections/Storm Sewer Profiles
- Right of Way Plans
- Special Plans for City Inlets and other LSP's
- Roadway Cross Sections

b. Quantities

The Consultant shall prepare detailed summary of quantities for each pay item using standard NDOT forms. This shall include preparation of Horseblankets for storm drainage items.

c. Cost Estimates

The Consultant shall prepare an updated total project cost estimate. This shall include, but not be limited to Preliminary Engineering, ROW acquisition including City staff time broken out in the estimate, Private Utility Relocations, Public Utility Relocations, Construction, and Construction Engineering on the appropriate forms. The Construction Estimate shall be prepared using standard NDOT bid items.

c. Special Provisions

The Consultant will submit draft Special Provisions with the Final Plans submittal.

TASK 18. Quality Assurance / Quality Control (QA / QC)

The consultant will give a copy of their QA / QC plan to the City's Project Manager at the start of the project. The consultant will submit in writing that this plan has been used during the project at each submittal with the name of the person responsible for performing the QA / QC aspects.

TASK 19. Permit Applications / Agreements

The Consultant shall prepare and submit on behalf of the City of Lincoln the following permits, agreements, certifications, and forms. The Consultant shall copy the City's project manager on all applications being submitted.

- ☐ SWPPP - NPDES Permit
- ☐ Nebraska Department of Aeronautics – Impact review

TASK 20. PS&E Submittals

a. Draft PS&E Submittal

The Consultant shall submit a draft PS&E package, along with all project checklists and required NDOT forms to the City's Project Manager for final review. NDOT forms and lists to be prepared and submitted shall include (as applicable):

- Driveway Drainage Structures, DR Form 24
- Grading Item Summary, DR Form 64E
- Horseblankets and individual quantity calculation forms including DR343 Summary of Quantity Form
- Length Sheet, DR Form 415
- Project Information Sheet, DR Form 342
- PS&E Required Sheet, DR Form 280
- Special Provisions
- Special Plan Listing (from NDOT's Standard Special Plan Book, as applicable)
- Standard Plan Listing (from NDOT's Standard Plans, as applicable)

The package will include one half size plan set, a PDF copy of the plan set, special provisions, and a total project cost estimate. The Consultant shall prepare an updated total project cost estimate. This shall include, but not be limited to Preliminary Engineering, ROW acquisition, Private Utility Relocations, Public Utility Relocations, Construction, and Construction Engineering on the appropriate forms. The estimate shall utilize standard NDOT bid items and current average unit prices.

b. Final PS&E Submittal

Upon incorporating review comments into the plan set, required NDOT PS&E submittal forms and special provisions, the Consultant shall prepare and submit the final PS&E bid package. The bid package includes sealed full-size bond drawings, one half size set of drawings, a PDF copy of the drawings, special provisions (hard copy and MS Word), all required NDOT PS&E submittal forms, final quantities and final project estimate. The bid package will also be accompanied by an electronic copy of the design in MicroStation file format. The GEOPAK GPK file will also be submitted.

TASK 21. Bidding Phase

- a. Answer Design Questions*
- b. Provide information to NDOT as required to prepare Bid Addenda*

TASK 22. Construction Phase

Construction phase services are not included in this contract. These services, if requested by the City, will be added to the contract under a supplemental agreement.

City Responsibilities

The City of Lincoln will supply the following information:

- ☐ Ownership records and title searches
- ☐ Tenant names (if known)
- ☐ Available water and sewer locations, size, and materials
- ☐ Copies of available reports
- ☐ Available drainage studies
- ☐ Available geotechnical reports
- ☐ Bench marks and horizontal control points
- ☐ Right-of-entry to private property for surveyors
- ☐ Available current and future traffic volumes and reports
- ☐ Available 3-year accident data

- ☐ Available plats of adjacent properties

Applicable Publications

Work shall be done in accordance with the most current version of the applicable publications. If discrepancies occur between these publications, the Consultant shall get a decision from the City.

1. A Guide for Design of Structural Supports for Highway Signs, Luminaires and Traffic Signals (AASHTO)
2. A Policy on Geometric Design of Highways and Streets 2011 (AASHTO)
3. Access Board (Architectural and Transportation Barriers Compliance Board)
4. Access Control Policy to the State Highway System, 2006 or latest (NDOT)
5. Accessible Rights-of-Way: A Design Guide, 2007
6. American Railway Engineering and Maintenance of Way Association (AREMA) Manual, current edition
7. American with Disabilities Act (ADA)
8. Americans with Disabilities Act Accessibility Guidelines
9. An Informational Guide for Roadway Lighting (AASHTO)
10. Bridge Office Policies and Procedures manual, latest edition (NDOT)
11. Bridge, Structure, and Hydraulics; FHWA Hydraulic Regulations and Non Regulatory Supplements, Title 23, Section 650, Subpart A
12. Crew Traffic Control Policy
13. Drainage Design & Erosion Control Manual, 2013 or latest (NDOT)
14. Employee Safety Manual (NDOT)
15. Federal Aid Policy Guide, 23 CFR 650A
16. Federal Emergency Management Agency (FEMA) National Flood Insurance, Flood Boundary and Floodway Map, and Flood Insurance Study (FIS)
17. Guide to Standardized highway Lighting Pole Hardware (AASHTO, ARTBA, AGC)
18. Guide for the Development of Bicycle Facilities 2012 (AASHTO)
19. Highway Capacity Manual 2010 (HCM2010), Transportation Research Board
20. Hydraulic Design Series Number 5 (HDS 5) "Hydraulic Design of Highway Culverts, Third Edition," FHWA-HIF-12-026
21. Hydraulic Engineering Circular Number 18 (HEC-18) "Evaluating Scour at Bridges, Fifth Edition," FHWA-HIF-12-003

22. Hydraulic Engineering Circular Number 20 (HEC-20) "Stream Stability at Highway Structures, Fourth Edition," FHWA-HIF-12-004
23. Hydraulic Engineering Circular Number 22 (HEC-22) "Urban Drainage Design Manual, Third Edition," FHWA-NHI-10-009
24. IES Lighting Handbook (Illuminating Engineering Society)
25. Instructions to Flaggers (NDOT)
26. Manual on Uniform Traffic Control Devices (FHWA), 2009 Edition
27. MUTCD- Nebraska 2011 Supplement to the MUTCD
28. National Electric Code (NFPA)
29. National Electric Safety Code (IEEE)
30. NCHRP Report 672: Roundabouts: An Informational Guide, second edition, Transportation Research Board
31. Nebraska Minimum Design Standards – Counties, Municipalities, State – 2010 or most current (Nebraska Administrative Code Title 428; Rules and Regulations of the Board of Public Roads Classifications and Standards
32. Nebraska State Plane Coordinate System Datum Adjustment Computations Lambert Conformal System Manual
33. Policy for Accommodating Utilities on State Highway Right-of-Way, 2001 or latest (NDOT)
34. Preliminary Survey Manual (NDOT)
35. Reference Guide Outline, Specifications for Aerial Surveys and Mapping by Photogrammetric Methods for Highways (FHWA)
36. Roadside Design Guide, 2011 (AASHTO)
37. Roadway Design Manual, latest edition (NDOT)
38. Roadway Design Drafting Cell Library Manual (NDOT)
39. Roadway Lighting Handbook (USDOT, FHWA)
40. "Rules and Regulations Concerning Highway-Rail Crossings"; Nebraska Administrative Code – Title 415, Chapters 4-7, latest version
41. "So You Want Access to the Highway," 2008 or latest (NDOT)
42. Standard Specifications for Highway Construction, 2007 or latest edition (NDOT)
43. Survey Crew Traffic Control Policy
44. Traffic Control Devices Handbook, 2001 or latest (ITE)
45. TRB Special Report 214 "Designing Safer Roads Practices for Resurfacing, Restoration and Rehabilitation" 1987 (For 3R projects only)

46. US Geological Survey National Mapping Program Standard for Digital Orthophotos (Released 12-96)
47. United States National Map Accuracy Standards Manual of Photogrammetry, Fifth Edition (American Society of Photogrammetry) and/or Digital Photogrammetry (An Addendum to the Manual Photogrammetry and Remote Sensing)

GENERAL INFORMATION

1. PLAN FORMAT

One half size (11" x 17") white paper bond copies of the plans along with a PDF will be submitted at the Plan-in-Hand submittal, Final Plan submittal, and draft PS&E submittal. One full size (24" x 36") white paper bond copy of the plans will be submitted for PS&E review. Any material, which does not produce an acceptable reproduction, will be returned to the Consultant for rectification. All submittals, except final PS&E bond submittal, shall be bound with post screws or staples.

Final plans will be submitted on 24" x 36" bond and will be accompanied by an electronic copy of the design in MicroStation file format. The GEOPAK GPK file will also be submitted.

All sheets will be plotted at the City of Lincoln's standard sheet scales except as otherwise approved by the City's Project Manager.

Care will be exercised in drawing all construction details. All notes will be properly spaced and all lettering will be of an engineering style. Clarity must be maintained to allow the plans to be archived on microfilm; the background topography, grid lines etc. on plan and profile sheets will be removed behind the text.

The Consultant shall follow the City of Lincoln's CADD drafting procedures and guidelines in preparing the plans. All build notes shall conform to NDOT standard pay items.

The CADD files will conform to the following standards and conventions. All plans, specifications, and documents will be in English units using the following working units:

- a) Master Units = Ft
- b) Sub Units = 1000th
- c) Position Units = 1

Global origin of the graphics design plane will be located at x= 0.0000, y= 0.0000.

Reports, Studies and Technical Information:

The Consultant shall prepare and submit the following items:

1. Technical memos for all pertinent meetings, as applicable
2. Meeting minutes from all meetings
3. Traffic Analysis report for all intersections as requested
4. Drainage computations, culverts and storm drainage design
5. Miscellaneous correspondence and information related to the project
6. Summary of quantities and opinion of probable cost
7. Permit applications
8. Special Provisions for items not covered by the Nebraska Department of Roads Standard Specifications for Highway Construction
9. Intersection Sight Distance Study for all side streets along the main roadway, as applicable

Cross-sections

The Consultant will:

1. Plot cross-sections with the labeling of the sections on the right side of the sheet, label existing and design centerline elevations at their respective centerline, and offset distances 10 feet from the design centerline along the bottom of each sheet.
2. Plot cross-section on standard size sheets (same size as the plan and profile sheets).
3. Roadway cross-sections are to be plotted using a vertical and horizontal scale of 1" = 10' (based on full size sheet).
4. Plot the cross-sections with the stations progressing upward from the bottom to the top of the sheet.
5. Plot the original ground with a dashed line
6. Plot the design template with a solid line.
7. Label the cut and fill quantities for each section.
8. Plot the right-of-way and easements on each cross section.

2. RIGHT-OF-WAY SUBMITTALS

Plan submittals and right-of-way documents for the project will include, but not be limited to the following:

1. Summary Sheet
2. Right-of-way Plan Sheets
3. Legal Descriptions
4. Condemnation plats (Tract Maps)

The Plan-in Hand submittal (Ownership Plans) will show the existing ownership, existing right-of-way, as well as the preliminary design features of the roadway and preliminary limits of construction.

The Final Plan submittal (Appraisal/Negotiation Plans) will show the proposed right-of-way and easement design. The plans will show new temporary and permanent easements needed for construction and maintenance of the new roadway, as well as the additional right-of-way.

A summary sheet will be prepared showing the area of new right-of-way or acquisition needed from each tract along the project in square feet, along with a strip map showing the location of the tracts. Legal descriptions will be prepared for tracts needing additional right-of-way or easements.

The Consultant will make right-of-way design alterations as required by the City's Project Manager during negotiations. The revisions to the plans must be made within ten working days after the City's Project Manager requests the revision.

The right-of-way and easements will be staked for use by the City during negotiations. This activity should be coordinated between the Consultant and the City's Project Manager.

The PS&E plan submittal will show the right-of-way as acquired or as being acquired through eminent domain.

If needed, the Consultant will prepare right-of-way condemnation plats including legal description as requested by the City's Project Manager within ten working days of the request. Condemnation plats will be limited to two tracts

The final right-of-way plans will be submitted on 24" x 36" bond with the bid package and will be accompanied by an electronic copy of the design in MicroStation format.

**Appendix A
Total Project Fee**

56th & Yankee Hill
HSIP-5241(6), CN 13347, City Project #702884

Task No.	Task Description		Fee Estimate
1	Project Management		\$31,485.38
2	General Project Meetings		\$11,031.87
3	Survey		\$23,432.35
4	Utility Coordination		\$4,182.23
5	Public Involvement		\$27,271.34
6	Drainage Analysis		\$8,889.36
7	Traffic		\$28,200.30
8	PIH & Functional Design Submittals		\$61,901.01
9	Geotechnical Evaluation		\$11,756.29
10	Environmental / Historical Review		\$5,531.68
11	Exist Water - Sanitary Relocates		\$5,177.30
12	Structural / Bridge Design		\$3,340.93
13	Water Main Design		\$0.00
14	Wastewater Design		\$0.00
15	Right-of-Way		\$29,345.87
16	Landscape Design		\$0.00
17	Final Plan Submittal		\$45,885.23
18	QA/QC		\$6,315.98
19	Permit Applications		\$1,861.79
20	PS&E Submittals		\$17,594.78
21	Bidding Phase		\$2,621.77
22	Construction Phase		\$0.00
	Expenses		\$14,074.55
		Total Project Cost	\$339,900.00

Task No.	Description of Work Items / Tasks
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EXHIBIT "A"
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TOTAL EXPENSES					
Expenses	Amount		\$ Ea.		Cost
Design					
Travel, mile (car)	100	MILES	0.55		\$54.50
Travel, mile (survey vehicle)	500	MILES	0.55		\$272.50
Environmental Documentation (lump sum)	0	L.S.			\$0.00
Half Size Plots (each)	7500	EA.	0.3		\$2,250.00
Full Size Plots (each)	500	EA.	1.2		\$600.00
Color Plots (Sq. Ft.)	160	SF	6		\$960.00
Miscellaneous Expenses(Plots, Copies, Reports, etc.)	1	L.S.	187.55		\$187.55
Geotechnical Borings	1	L.S.	5000		\$5,000.00
			Sub Total		\$9,324.55
Survey Expenses					\$750.00
Public Involvement Expenses					\$4,000.00
			Total		\$14,074.55

PAY RATES

Overhead Rate : 176.53%

Profit : 13.20%

Personnel		Total Hr.	Salary \$ Per Hr.	Labor Cost	Total Cost
Principal	Principal	0	\$0.00	\$0	\$0.00
Project Manager	PM	274	\$77.48	\$21,230	\$66,455.18
Senior Engineer	Sr Eng	216	\$58.31	\$12,595	\$39,426.25
Traffic Engineer	TR Eng	104	\$53.46	\$5,560	\$17,404.08
Group Leader	GL	76	\$48.84	\$3,712	\$11,619.25
Project Engineer	PE	136	\$37.98	\$5,165	\$16,168.98
Assistant Engineer	AE	910	\$30.04	\$27,336	\$85,571.67
Senior Designer	SD	361	\$32.07	\$11,577	\$36,240.56
Engineering Technician	ET	180	\$25.14	\$4,525	\$14,165.32
Clerical	CLER	0	\$0.00	\$0	\$0.00
Facilitator	FAC	0	\$0.00	\$0	\$0.00
Public Involvement Specialist	PI Spec	113	\$27.80	\$3,141	\$9,833.59
Public Involvement Coordinator	PI Coord	0	\$25.00	\$0	\$0.00
Graphic Designer	GR. DES.	42	\$27.80	\$1,168	\$3,654.96
Illustrator	ILL	0	\$0.00	\$0	\$0.00
Webmaster / Database Developer	WM/DD	0	\$0.00	\$0	\$0.00
Survey Project Manager	RLS	0	\$0.00	\$0	\$0.00
Registered Land Surveyor	RLS	0	\$0.00	\$0	\$0.00
Survey Crew Chief	SCC	147	\$30.39	\$4,467	\$13,984.17
Surveyor Associate	SA	147	\$24.56	\$3,610	\$11,301.46
Survey Technician	Srvy Tech	0	\$0.00	\$0	\$0.00
Expenses					\$14,074.55
		2706		\$104,087	\$339,900.00

1. PAYMENT METHOD

Payments under this Agreement will be made based on a Cost Plus Fixed Fee for Profit (CPFF) payment method. Consultant will be paid for acceptable actual services performed plus a fixed fee for profit in accordance with Section 4. PAYMENTS.

2. TOTAL AGREEMENT AMOUNT

For completion of the services as outlined in this Agreement, Consultant will be paid up to the following amounts:

\$ 301,906.55 for actual services performed and direct expenses.

\$ 37,993.45 for a fixed fee for profit

\$ 339,900.00 total agreement amount. Consultant's total compensation shall not exceed this maximum amount without prior written approval of State.

3. FIXED FEE FOR PROFIT

The fixed fee for profit is computed upon the negotiated direct labor and overhead costs. The fixed fee for profit is not allowable upon direct non-labor costs. For each invoicing period, the fixed fee for profit is calculated by multiplying the sum of the actual direct labor and overhead costs invoiced by the negotiated fee for profit rate of 13.20%. Upon completion of the services outlined in this Agreement, the Consultant may invoice the State any remaining fixed fee for profit not previously invoiced, up to the maximum fixed fee for profit of \$37,993.45. The total fixed fee for profit eligible to be paid to consultant does not vary with actual costs, but may be increased or decreased as a result of scope changes in the agreement. If all of the services under this agreement are not completed for any reason, the fixed fee for profit may be adjusted based on the State's determination of the actual percentage of services completed.

4. ALLOWABLE COSTS

Payment for Services under this Agreement will be made based on the payment method identified in Section 1. PAYMENT METHOD, up to the maximum amount identified in Section 2. TOTAL AGREEMENT AMOUNT. Allowable costs include direct labor costs, Subconsultant costs and other direct non-labor costs, and overhead costs.

A. Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.

1) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's straight time hourly rate for the pay period in which the work was performed. If overtime hours are worked on this project, the premium pay portion of those hours is not allowable as a direct labor cost.

For salaried employees, the hourly earnings rate shall be their actual hourly rate as recorded in the Consultant's accounting books of record.

2) Time reports: The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours to all projects/activities on a daily basis for the entire pay period. Time reports must provide a clear identifying link to the projects: such as project description, project number, pertinent work phase, dates of service, and the individual's name and position. There must be an adequate system of internal controls in place to ensure that time charges are correct and have the appropriate supervisory approval.

B. Direct Non-Labor Costs: These costs include all necessary, actual, properly documented, and allowable costs related to the Consultant completing the Services. All costs must be supported by detailed receipts or invoices. Direct non-labor costs include, but are not limited to, the following:

Transportation, mileage, lodging, and meals, subject to limitations specified below; Communication costs; Reproduction and printing costs; Special equipment and materials required for the project and approved by LPA, or State on LPA's behalf; Special insurance premiums if required solely for this Agreement; Subconsultant costs (includes Subconsultant's wages and direct non-labor costs); Such other allowable items as approved by LPA, or State on LPA's behalf.

- 1) A non-labor cost charged as a direct cost cannot be included in Consultant's overhead rate. If for reasons of practicality, Consultant is treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.
- 2) Subconsultant costs may not exceed the costs shown on the attached Consultant's Fee Proposal for each Subconsultant unless agreed upon by the Consultant and LPA, or State on *LPA's behalf*. Subconsultant costs (labor and direct non-labor costs) must have the same level of documentation as required for Consultant.
- 3) The following direct non-labor costs will be reimbursed at actual costs, not to exceed the rates as shown below.
 - a) **TRANSPORTATION** – Automobile rentals, air fares, and taxi/shuttle transportation will be actual reasonable cost and if discounts are applicable, the Consultant shall give LPA the benefit of all discounts. Receipts must be submitted with invoices.
 - b) **MILEAGE** – The reimbursement for mileage associated with the use of company owned vehicles will be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately owned vehicle (POV), is limited to the lesser of:
 - (i) The mileage rate that the Consultant reimbursed to the person who submitted the claim for POV use, or
 - (ii) The prevailing standard rate as established by the IRS.
 - c) **LODGING** – The reimbursement for lodging rates will be limited to the prevailing standard rate as indicated on the U.S. General Services Administration's (GSA) website at <http://www.gsa.gov/portal/category/100120>. Consultant shall give State the benefit of all lodging discounts. Receipts must be submitted with invoices.
 - d) **MEALS** – The reimbursement for meals will be limited to the prevailing standard rate as indicated on the GSA website noted above. Expenses for alcoholic beverages are not allowed. Consultant shall give State the benefit of all meal discounts.
 - (i) For Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

Breakfast:

 - Employee is required to depart at or before 6:30 a.m., or
 - Employee is on overnight travel.

Lunch:

- Employee must be on overnight travel. No reimbursement for same day travel.
- Employee is required to leave for overnight travel at or before 11:00 a.m., or
- Employee returns from overnight travel at or after 2:00 p.m.

Dinner:

- Employee leaves for overnight travel at or before 5:00 p.m. or
- Employee returns from overnight travel or work location at or after 7:00 p.m., or
- Employee is on overnight travel.

- (ii) Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.
 - (iii) Meal receipts must itemize all food and drink purchased. A credit card receipt alone is not sufficient documentation.
 - (iv) Reimbursement for meal gratuities/tips will be whatever is usual, or customary, but will not exceed 20 percent.
- C. Overhead Costs include indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with Federal Acquisition Regulations 48 CFR 31 (Contract Cost Principles and Procedures). Overhead costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable overhead rate. Overhead rate increases that occur during the project period will not be cause for an increase in the maximum amount established in this agreement.

5. INVOICES AND PROGRESS REPORTS

- A. Documents submitted to State, including invoices, supporting documentation, and other information are subject to disclosure by State under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to State information that is confidential, including, but not limited to, financial information such as social security numbers, tax ID numbers, or bank account numbers. Consultant understands that State does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State for the disclosure of such information.
- B. Consultant shall promptly submit invoices to LPA, or State on *LPA's behalf*, no more frequently than monthly. Invoices must present actual direct labor, Subconsultant costs and other direct non-labor costs, and actual overhead, as well as the Fee for Profit based upon the actual direct labor and overhead costs billed for that period. State law may prohibit the payment of an invoice that includes charges for services rendered more than two (2) years prior to State's receipt of the invoice.
- C. Consultant must submit an invoice for all services rendered even if the total agreement amount will be, or has been, exceeded.
- D. Content of Invoice Package
- 1) Consultant's Invoice:
 - i. The first page of an invoice must identify the invoice number, invoice date, invoicing period (beginning date and ending date of services), and agreement or task order number.

- ii. The invoice or accompanying supporting documentation must identify each employee by name and classification, the hours worked, and the actual labor cost for each employee.
 - iii. Direct non-labor expenses:
 - 1. Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed with supporting receipts or invoices.
 - 2. Travel-related expenses must be summarized and submitted on NDOT Form 163 (see below). Supporting receipts must be submitted with DNDOT Form 163 when invoicing for these expenses.
 - 3. All supporting receipts must be kept as required in Section 17
CONSULTANT COST RECORD RETENTION.
 - iv. Subconsultant Services: Consultant shall require subconsultants to provide the same supporting documentation, invoices, and receipts as Consultant is required to retain and submit.
- 2) Cost Breakdown Form: Each invoice package must include a completed "Cost Breakdown Form" (NDOT Form 162). This form is available on the Department of Transportation's website at <http://dot.nebraska.gov/business-center/consultant/>.
- 3) Travel Log: If invoice contains any travel-related expenses, a completed "Invoice Travel Log" (NDOT Form 163) must be submitted with the invoice package. This form is also available on the Department of Transportation's website at <http://dot.nebraska.gov/business-center/consultant/>. Upon approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as NDOT Form 163. The Travel Log must document the employee's name, locations traveled, date/time of departure to the project, date/time of return to the headquarters town, and expenses for transportation, meals, and lodging.
- 4) Progress Report: A Progress Report must accompany the invoice package and document Consultant's work during the service period. If an invoice is not submitted monthly, a Progress Report must be submitted at least quarterly, either with an invoice or, if Consultant does not submit an invoice, via email to LPA and State's Project Coordinator. Progress Report must include, but is not limited to, the following:
- i. A description of the Services completed for the service period to substantiate the invoiced amount.
 - ii. A description of the Services anticipated for the next service period
 - iii. Listing of information Consultant determines is needed from LPA, or State on *LPA's behalf*.
 - iv. Percent of Services completed to date
- E. All invoice packages (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's invoice workflow system OnBase, for review, approval, and payment. The user guide for the OnBase system along with training videos can be found at <http://dot.nebraska.gov/business-center/consultant/onbase-help/>.

6. PROGRESS PAYMENTS

State, on LPA's behalf will pay Consultant upon receipt of Consultant's invoice and determination by LPA and State that the invoice and progress report adequately substantiate the Services provided, and the Services were completed in accordance with this Agreement. Payments will not be made if the progress report does not provide adequate substantiation for the Services or LPA or State determines that the Services have not been properly completed. State, on LPA's behalf, will make a reasonable effort to pay Consultant within 30 days of receipt of Consultant's invoices.

7. PROMPT PAYMENT CLAUSE

Consultant shall include a "Prompt Payment Clause" as a part of every subcontract (including second tier subcontracts) for work. The "Prompt Payment Clause" will require payment to all subconsultants for all work completed, within twenty (20) calendar days of receipt of progress payments from the State for said work. The "Prompt Payment Clause" will also stipulate the return of retainage within thirty (30) calendar days after the subconsultants achieves the specified work as verified by payment from the State. Failure by Consultant to carry out the requirements of the "Prompt Payment Clause" and/or timely return of any retainage, without just cause, is a material breach of this Agreement, which may result in the State withholding payment from Consultant until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), termination of this Agreement, or other such remedy as the State deems appropriate.

Consultant may withhold payment only for just cause and must notify the State, in writing, of its intent to withhold payment prior to actually withholding payment. Consultant shall not withhold, delay or postpone payment without first receiving written approval from the State.

8. SUSPENSION OF PAYMENTS

When work is suspended on this project, payments shall be suspended until the work resumes or this Agreement is terminated. Consultant shall not be compensated for any work completed or costs incurred on the project after the date of suspension. When work is suspended for convenience, Consultant shall be compensated for work completed or costs incurred prior to the date of suspension. When work is suspended for cause, payments shall be withheld until all remedial action is completed by Consultant to the satisfaction of LPA and State, at Consultant's sole cost.

9. FINAL INVOICE AND PAYMENT

Upon completion of the Services under this Agreement, Consultant shall submit their final invoice. Consultant shall review the overhead costs billed to-date to determine if the overhead rates used on the progress billings match the actual allowable rate applicable to the time period that the labor was incurred. If cost adjustments are necessary, it should be reflected on the final invoice. If a particular year's actual overhead has not yet been computed or approved by State, the most recent year's accepted rate should be applied. Upon receipt of final invoice and determination by LPA and State that the invoice and Progress Report adequately substantiate the Services provided and the Services were completed in accordance with this Agreement, State, on LPA's behalf, will pay Consultant. The acceptance by Consultant of the final payment will constitute and operate as a release to LPA and State for all claims and liability to Consultant, its representatives, and assigns,

for any and all things done, furnished, or relating to the Services rendered by or in connection with this Agreement or any part thereof.

10. AGREEMENT CLOSE-OUT

Upon submitting its final invoice, the Consultant must complete and submit to the LPA, or State on LPA's behalf, a Notification of Completion Form (NDOT Form 39). The form is available on the Department of Transportation's website at <http://dot.nebraska.gov/business-center/consultant/> and must be submitted electronically in accordance with the instructions on the form.

11. INELIGIBLE COSTS

LPA is not responsible for costs incurred prior to the Notice to Proceed date or after the completion deadline date set out in SECTION 6. NOTICE TO PROCEED AND COMPLETION SCHEDULE of this Agreement or as approved in writing by LPA, or State on LPA's behalf.

12. FEDERAL COST PRINCIPLES

LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA, and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process outlined shall be used by the parties. For performance of Services as specified in this Agreement, State, on LPA's behalf, will pay Consultant subject to the terms of this Agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulations 48 CFR 31 (Contract Cost Principles and Procedures).

13. SUBCONSULTANT OVER-RUNS AND UNDER-RUNS

Consultant shall require any subconsultant to notify Consultant if at any time the subconsultant determines that its costs will exceed its negotiated fee estimate (over-run). Consultant shall not allow any subconsultant costs to over-run without prior written approval of the LPA, or State on LPA's behalf. Consultant understands that the amount of any subconsultant cost under-run will be subtracted from the total compensation to be paid to Consultant under this Agreement, unless prior written approval is obtained from LPA, or State on LPA's behalf, and, when applicable, Federal Highway Administration (FHWA).

14. OUT-OF-SCOPE SERVICES AND CONSULTANT WORK ORDERS

LPA, or State on LPA's behalf, may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When LPA, or State on LPA's behalf, decides that these out-of-scope services may require an adjustment in costs, Consultant shall provide in writing:

A. A description of the out-of-scope services,

- B. An explanation of why Consultant believes that the out-of-scope services are not within the original Scope of Services and additional work effort is required,
- C. An estimate of the cost to complete the out-of-scope services. Consultant must receive written approval from LPA, or State on LPA's behalf, before proceeding with the out-of-scope services. Before written approval will be given by LPA, or State on LPA's behalf, LPA or State must determine that the situation meets the following criteria:
 - 1) The out-of-scope services are not within the original Scope of Services and additional work effort is required;
 - 2) The out-of-scope services are within the basic scope services under which Consultant was selected and Agreement entered into; and
 - 3) It is in the best interest of State that the out-of-scope services be performed under this Agreement.

Once the need for a modification to the Agreement has been established, the State, on LPA's behalf, will prepare a supplemental agreement. If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the LPA, or State on LPA's behalf, may issue a written notice to proceed prior to completing the supplemental agreement (for non-Federal aid projects) or shall use the process set out below (for Federal aid PE projects):

The Consultant Work Order (CWO) – NDOT Form 251 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the Department of Transportation's website at <http://dot.nebraska.gov/business-center/consultant/>. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

15. TERMINATION COST ADJUSTMENT

If the Agreement is terminated prior to project completion, LPA and State will compare the percentage of work actually completed by Consultant, to the total amount of work contemplated by this Agreement. This comparison will result in a payment by the State, on behalf of LPA, for any underpayment, no adjustment, or a billing to Consultant for overpayment. The State's final audit may result in an additional cost adjustment.

16. AUDIT AND FINAL COST ADJUSTMENT

Upon LPA's and State's determination that Consultant has completed Services under this Agreement, State, or its authorized representative, may complete an audit review of the payments made under this Agreement. The Parties understand that the audit may require an adjustment of the payments made under this Agreement. Consultant agrees to reimburse State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

17. CONSULTANT COST RECORD RETENTION

Consultant shall maintain all books, documents, papers, detailed receipts, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period

EXHIBIT "B"
FEEES AND PAYMENTS

and for three (3) years from the date of final cost settlement by FHWA and project closeout by the State. Such materials must be available for inspection by the State, FHWA, or any authorized representative of the federal government, and when requested, Consultant shall furnish copies.

EXHIBIT "C"
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE PROVIDORS (LPA PROJECTS)

Template T-EXH-13A (rev 6-23-15)

A. Consultant agrees to:

- (1) Make a detailed review of its existing insurance coverage,
- (2) Compare that coverage to the expected scope of the work under this Agreement,
- (3) Obtain the insurance coverage that it deems necessary to fully protect Consultant from loss associated with the work. Also, Consultant shall have at a minimum the insurance described below:

B. General Liability –

- (1) Limits of at least:
 - a. \$ 1,000,000 Per Occurrence
 - b. \$ 2,000,000 General Aggregate
 - c. \$ 2,000,000 Completed Operations Aggregate (if applicable)
 - d. \$ 1,000,000 Personal/Advertising Injury
- (2) Consultant shall be responsible for the payment of any deductibles.
- (3) Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- (4) General Aggregate to apply on a Per Project Basis.
- (5) LPA and the State of Nebraska, Department of Roads ("State") shall be named as Additional Insureds on a primary and non-contributory basis including completed operations (the completed work/product) for three (3) years after the work/product is complete.
- (6) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be added to, or included in, the policy.
- (7) Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- (8) If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
- (9) In the event that this contract provides for consultant to construct, reconstruct or produce a completed product, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of five (5) years after final acceptance and payment.
- (10) Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")

C. Pollution Coverage –

- (1) In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy or a Professional Liability policy that includes pollution coverage in the amount of \$1,000,000 per occurrence or claim, and \$1,000,000 aggregate.
- (2) If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of

EXHIBIT "C"
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE PROVIDORS (LPA PROJECTS)

insurance coverage required under this agreement will lapse, or may be canceled or terminated. Consultant must forward any pertinent notice of cancelation or termination to LPA and State by mail to the address listed below (return receipt requested), hand-delivery or facsimile transmission within 2 business days of receipt by Consultant of any such notice from an insurance carrier.

Copies of notices received by Consultant shall be sent to LPA, in care of LPA's Responsible Charge, and to State at the following address:

Nebraska Department of Roads
Construction Division – Insurance Section
1500 Highway 2, P. O. Box 94759
Lincoln, NE 68509-4759
Facsimile No. 402-479-4854

- (5) Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this Agreement.
- (6) The limits of coverage's set forth in this document are minimum limits of coverage. The limits of coverage shall not be construed to be a limitation of the liability on the part of Consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving Consultant, subconsultant, or tier subconsultant of any responsibility or liability under the Agreement.
- (7) If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement will prevail.